note was assigned to an innocent purchaser and plaintiff was compelled to pay it. Plaintiff alleged that he was induced to sign the note by the fraudulent representation of defendant that he had an option on the land when in truth and fact he had none. It was proved that defendant had no option whatever on the land, but it appeared that he believed he had been given an option. *Held,* that defendant was liable for the money that he obtained from plaintiff by false representations as to the option on the land, whether he knew they were false or not. *Magill et al.* v. *Coffman et al.* (1910), — Tex. — 129 S. W. 1146.

This decision, while in accord with the principle stated in *Loper* v. *Robinson,* 54 Tex. 510, and *Culbertson* v. *Blanchard,* 79 Tex. 486, is opposed to the well established rule that to support an action of deceit based on a false representation a *scienter* must be proved. *Glasier* v. *Rolls,* 42 Ch. Div. 436; *Derry* v. *Peek,* 14 App. Cas. 337; *Hindman* v. *Louisville First Nat. Bank,* 112 Fed. 931; *Belding* v. *King,* 159 Fed. 411. The courts of twenty-six states have followed this rule, the strictness with which it is applied varying from the requirement of actual knowledge of the falsity, *Jolliffe* v. *Collins,* 21 Mo. 338, to merely a representation made without knowledge of its truth or falsity, or under circumstances in which the person making it ought to have known of its falsity. *Wheeler* v. *Baars,* 33 Fla. 696. However, the rule of the Texas court, while contrary to that of most of the states, is not without support. *Totten* v. *Burhans,* 91 Mich. 495; *Davis* v. *Nuzum,* 72 Wis. 439; *Foley* v. *Holtry,* 43 Neb. 133.

HOMESTEAD—PROPERTY CONSTITUTING—EXEMPTIONS.—A Texas statute establishes a business homestead consisting of a lot or lots, provided same be used as place to exercise the calling of the head of the family. A school teacher maintained a normal college, rooming and boarding students on the premises. *Held,* land on which the college buildings were located is exempt, as business homestead. But other lots on which students were roomed and boarded are not so exempt. Likewise other parcels used as baseball ground and vegetable garden to supply students' table, are not exempt. *Harrington et al.* v. *Mayo* (1910), — Tex. Civ. App. —, 130 S. W. 650.

Under same provision it has been held that there may be several lots within the business homestead exemption, but they must constitute a single place at which business is transacted. *Rock Island Plow Co.* v. *Alten et ux,* 102 Tex. 366, 116 S. W. 1144. The courts seem to construe statutes more strictly in regard to business homestead, refusing as here the exemption in case of separation of lots, whereas the exemption is more liberally allowed, under the same constitutional provision, in case of homestead proper. *Anderson* v. *Sessions,* 93 Tex. 279, 51 S. W. 874, 77 Am. St. Rep. 873.

INFANCY—ESTOPPEL TO PLEAD.—Appellant, an infant, signed a note as accommodation maker. The note was accepted by respondent on the faith of appellant's representations by conduct or words that he had arrived at the age of twenty-one years. Whether he expressly so represented was disputed, the preponderance of the evidence being in the negative. From appellant's